

Request for Proposals

LEEWARD COAST COMMUNITY BENEFITS PROGRAM

AUGUST 15, 2007

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**REQUEST FOR PROPOSALS
FOR THE
COMMUNITY BENEFITS PROGRAM**

TIMETABLE

The following sequence of major events has been prepared as a guideline to help prospective Applicants plan their responses to the Request for Proposals (RFP.)

EVENTS	DATES
RFP Pick-Up by Prospective Applicants	August 15, 2007*
Deadline for Proposal Submission	4:00pm, October 15, 2007*
Evaluation of Proposals	October/November 2007*
Notice of Award	November 2007*

***The dates shown above are approximate dates and are subject to change and notices will be given to prospective applicants of such changes.**

INTRODUCTION

To offset the impact of the Waimanalo Gulch landfill on adjacent communities, the Honorable Mufi Hannemann, Mayor for the City and County of Honolulu dedicated a community benefits program in 2006.

To ensure that these funds are expended in a manner that is reflective of the needs of the communities, a Community Benefits Advisory Committee has been appointed to solicit, review and select projects that are seeking funding for necessary community-based programs and services.

In 2007, the City and County of Honolulu, through its Department of Community Services, is pleased to continue the offer funding through the Leeward Coast Community Benefits program through this formal Request for Proposal (RFP) process for grants to private and/or community-based non-profit organizations (CBOs) for programs and services that address problems or concerns in the following communities: Makakilo, Kalaeloa, Kapolei, Honokai Hale/Nanakai Gardens, Ko Olina, Nanakuli, Maili, Waianae, Makaha and Keaau.

This RFP is specifically limited to the administration of grants to private and/or community-based non-profit organizations.

STATEMENT OF RFP PURPOSE

The purpose of this Request for Proposal (RFP) is to seek proposals from qualified community-based private non-profit organizations that seek to address needs or concerns of the following communities: Makakilo, Kalaeloa, Kapolei, Honokai Hale/Nanakai Gardens, Ko Olina, Nanakuli, Maili, Waianae, Makaha and Keaau.

Proposals may be submitted for the following program areas:

Capital Improvement Projects: Such projects could include renovation/rehabilitation of a public, community-based or private non-profit service center/facility; neighborhood restoration/beautification activities (graffiti removal/litter pick-ups); etc., or,

Public Service Activities: Such projects shall have clearly defined program descriptions, goals, & objectives and a specific target population such as the following: children and youth; individuals who are experiencing homelessness; persons with a drug or alcohol addiction, or other special health needs; seniors; low-income individuals and families; and individuals who are either unemployed or under-employed, among others. See criteria listed in ELIGIBILITY below.

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All programs and services must be targeted for and are restricted to communities and individuals from Makakilo, Kalaeloa, Kapolei, Honokai Hale, Ko Olina, Nanakuli, Maili, Waianae, Makaha and Keaau.

FUNDING AVAILABILITY AND LIMITATIONS

Qualified community-based organizations that are seeking funds through this RFP shall also be subject to the following limitations:

- No more than one (1) program proposal for each service area (i.e., 1 – Capital Improvement; 1 – Public Service) shall be submitted by any organization; and,
- Proposals shall request not less than \$25,000 and not more than \$100,000. Organizations that are seeking less than \$25,000 are encouraged to collaborate and partner with other organizations that may be proposing a complimentary service/program or that are seeking to serve a similar target population provided that the proposal to be submitted through the collaboration/partnership does not exceed \$100,000.

For example, Agency A seeks \$15,000 for costs associated with feeding individuals who are experiencing homelessness in Maili while Agency B seeks \$65,000 to provide rental assistance to this same target population and community. Agency B may submit a proposal for a total of \$80,000 that includes both Agency B's program and costs (\$65,000) and Agency A's program and costs (\$15,000.)

- The services or projects to be funded by the grants shall be completed within one (1) year of the date of the Notice to Proceed that is to be provided to the Contractor (i.e. CBO). Any costs incurred after that one-year period shall be the sole responsibility of Contractor and will not be reimbursed by the City.

ELIGIBILITY

The appropriation of grant funds from the City and County of Honolulu to private organizations is governed by Charter 6, Article 29 of the Revised Ordinances of Honolulu, entitled, Standards for the Appropriation of Funds to Private Organizations. A copy of Chapter 6, Article 29 is attached to this RFP as Exhibit A.

In terms of eligibility, in accordance with Section 6-29.2 of the Revised Ordinances of Honolulu, entitled, Appropriation of Funds, community-based private non-profit organizations that are seeking funds through this RFP must meet all of the following criteria:

- a. The private organization is a not-for-profit organization or association chartered or otherwise authorized to do business in the State of Hawaii for charitable purposes.
- b. The purpose for which the private not-for-profit corporation or association is organized provides direct benefits to the people of the City and County of Honolulu.
- c. The purposes for which the not-for-profit corporation or association is organized includes one of the following categories:
 - (1) Social services for the poor, the aged and the youth of the City and County of Honolulu;
 - (2) Health services including services for those with physical and/or emotional/mental disabilities;
 - (3) Educational, manpower and/or training services;
 - (4) Services to meet a definitive cultural, social or economic need within the City and County of Honolulu not being met by any other private organization.

PROPOSAL GUIDELINES

Proposals should contain the following:

- Letter of Intent
All applicants shall submit a Letter of Intent on official business or corporate letterhead and signed by an individual authorized to submit the proposal to be offered in response to this RFP. The Letter of Intent shall also state the following:
 - a. Legal name of Applicant;
 - b. Main contact person and relevant contact information (i.e., mailing and business address, phone and fax numbers, and email address);
 - c. Brief description of project (i.e., 1 paragraph); and,
 - d. Total Funding Requested.

- Executive Summary

This section should be single-spaced, single-sided, and no more than 2 pages in length. It should contain a summary of the proposed program activities.

- Program Narrative

This section should be single-spaced, single-sided, and no more than 8 pages in length and be organized in the following manner:

- a) Background and Description of Need.

For Public Service Projects: Describe the targeted community and population that will be the focus of the project, including numbers and demographic characteristics. Identify resources and gaps that exist and describe the need for the service within the targeted area or population in your community.

For Capital Improvement Projects: Identify the public, community-based or private non-profit service center/facility to be renovated or improved. Describe the need for the renovation or improvement as well as the overall benefits of these renovations or improvements to the community.

- b) Program Description.

For Public Service projects: Describe the services to be provided to include any information that such services will be appropriate and effective for the target population.

For Capital Improvement Projects: Describe the proposed scope of work to include any information that justifies the necessity and appropriateness of these activities.

- c) Program Work Plan and Timeline. Describe the primary objectives of your project and the scope of work that is involved in meeting each objective. Identify the key staff for the project and their role and responsibilities relative to the project. Provide a 12-month project timeline, with anticipated start and completion dates. The timeline should also include clear milestones and deliverables.

- d) Management Plan. Identify how the program fits into the overall organizational structure and how it will be managed. Include the qualifications of key staff that will manage the program.

- e) **Organizational Qualifications.** Describe the capacity of the organization and its key partners, if any, to carry out the work proposed. Include a brief history of the organization, identify the officers and directors of your organization, and describe any and all past experience pertinent to the delivery of the proposed services for the target population or scope of work proposed.
- f) **Collaboration.** Discuss what groups the organization will collaborate with in carrying out the project and how it will link with other services or resources in the community. Define the specific roles and responsibilities for each of the collaborating entities.
- g) **Evaluation.** Describe your plan to measure the effectiveness of your proposed program/activity to include your plans to monitor and evaluate the project.
- **Project Budget and Budget Narrative**
Complete the attached budget form and narrative (see Exhibit B) explaining planned expenditures during the contract period. If other funds will be incorporated into your project explain where they are coming from. Both cash and in-kind resources should be included in the budget. Be specific about the amount that you are requesting from this program and how it will be spent.

Supporting Documents

Also include in your submission materials documentation establishing the criteria listed below. If you are unable to submit any of the documents listed, please provide an explanation and submit other documentation in support of the listed criteria.

- a) Your organization's non-profit status and charitable purpose, such as:
 - A copy of your organization's 501(c)(3) determination letter from IRS or a copy of your organization's 501(c)(3) application to the IRS and IRS acknowledgement letter;
 - A copy of your organization's Articles of Incorporation;
 - A copy of your organization's corporate by-laws; and/or
 - A Certificate of Good Standing from the Department of Commerce and Consumer Affairs, current within six months of its issuance date, reflecting your organization's registration with the State as a non-profit organization formed for a charitable purpose.
- b) Your organization's compliance with State and federal laws, including:
 - A Certificate of Good Standing from the Department of Commerce and Consumer Affairs, current within six months of its issuance date;

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- Valid tax clearances from the State of Hawaii, Director of Taxation and the Internal Revenue Service, current within six months of its issuance date; and
 - A certificate of compliance for chapters 383, 386, 392 and 393, Hawaii Revised Statutes, from the Department of Labor and Industrial Relations, current within six months of its issuance date.
- c) Your organization's sound financial condition and fiscal practices, such as:
- A copy of your organization's audited financial statements for the last two fiscal years;
 - Form 990 tax returns for the last two fiscal years; and/or
 - (any other alternative documents that show financial condition: profit & loss statements, etc)

The City may request additional clarification or documentation as it deems necessary to properly evaluate your organization's proposal and its eligibility and qualifications for the grant.

SUBMISSION DEADLINE

The **deadline for submission** of proposals, which shall include the original and six (6) additional copies, is **4:00pm, Monday, October 15, 2007**, to the **Department of Community Services, Community Assistance Division, Kapolei Hale, 1000 Uluohia Street, #204, Kapolei, Hawaii, 96707** or **Oahu Work Links – Waianae Office, Waianae Community Center, 85-670 Farrington Highway, Room # 6, Waianae, Hawaii, 96792** where they will be date stamped and logged in for recordation. **All proposals must be received at the addresses listed above**, whether by personal delivery, postal delivery or express delivery, **by no later than 4:00 pm on October 15, 2007 to be eligible for consideration**. No fax copies will be accepted. Questions concerning the application packet may be directed, during normal business hours, to the Office of Special Projects at (808) 592-2291.

SELECTION CRITERIA

Applications that are complete and conform to the requirements of this RFP will be reviewed and evaluated by the Citizens Advisory Committee. Final funding recommendations are to subject to the review and approval of the City and County of Honolulu.

All applications shall be reviewed in accordance with the following criteria:

Background and Description of Need (10 points)

Proposal provides a clear justification of the need for the public service or capital improvement project in the proposed area or target population and includes reliable and credible information or statistics that supports the selection of the target community and population.

Program Description (20 points)

The project is adequately described and relevant and effective to address the need identified for the target community and population. Project objectives are clearly defined, relevant to the project, and achievable.

Program Work Plan and Timeline (10 points)

The scope of work is reasonable and relevant to the project objectives. The timeline and proposed milestones are realistic and feasible given the nature of the project.

Management Plan (10 points)

The management plan demonstrates that the project will be carried out by qualified personnel in an efficient and effective manner.

Organizational Qualifications (10 points)

The organization has a demonstrated history in serving the population or implementing the scope of work proposed through the program, and the demonstrated capacity to carry out the proposed project.

Collaboration (10 points)

The program includes community collaborations with other organizations and incorporates other resources or services to maximize the impact of the project on the community. Roles and responsibilities of each collaborating agency is clearly defined.

Evaluation (10 points)

Proposed evaluation plan is reasonable and relevant to the project's objectives, identifies tangible outcomes and goals, and provides objective, quantifiable, measures of project impacts and effectiveness.

Project Budget and Budget Narrative (20 points)

The project budget is complete, budget items are relevant to the scope of work or activities proposed and the narrative justifies the amounts requested (i.e. costs are reasonable.)

The preceding criteria shall serve as the initial criteria to be utilized to review and evaluate all eligible grant applications submitted in response to this

Request for Proposal. This criteria serves only as a basis for review and prioritization and the final selection of grant recipients shall be at the sole discretion of the Leeward Coast Community Benefits Advisory Committee to address priority needs and concerns of the communities of Makakilo, Kalaeloa, Kapolei, Honokai Hale/Nanakai Gardens, Ko Olina, Nanakuli, Maili, Waianae, Makaha and Keaau.

TERMS AND CONDITIONS OF AGREEMENT

If selected for funding, the Applicant shall be required to execute an Agreement with the City and County of Honolulu that delineates the terms, conditions and obligations of the Applicant in the expenditure of funds that are to be provided through this RFP.

A form of the proposed Agreement is attached hereto (see Exhibit C) and made a part of this RFP. The City anticipates the inclusion of the provisions stated in the proposed form of Agreement. The City also acknowledges and discloses that the proposed form of Agreement is not intended as a complete summary of terms and conditions the City may require in the final agreement for this project and that provisions may be added or changed during the RFP and contracting process.

REPORTING REQUIREMENTS

In accordance with ROH Section 6-29.4, entitled, Report, all agencies that are to be funded through this RFP must adhere to the following financial policies and procedures and program reporting requirements:

- (1) All organizations must keep the grant funds the are provided by the City to the organization through this RFP financially separate in their book of accounts;
- (2) All organizations must submit quarterly program and financial reports on the use of these funds, due on or before the 15th of the month following the close of the quarter; and a year-end report on the same within 90 days following the close of the fiscal year in which the funds were appropriated; and,
- (3) The reports shall contain, but are not limited to:
 - a. Program status summary;
 - b. Program data summary;
 - c. Summary of participant characteristics;
 - d. Financial status report of the city and county funds used;

- e. Financial status report of the remaining balance of city and county funds, if any; and
- f. A program narrative report.

OTHER REQUIREMENTS

Minimum Insurance Requirements: All applicants, if funded through this RFP, must provide the following minimum insurance coverages:

Commercial General Liability (CGL), and if necessary Commercial Umbrella Liability Insurance, with minimum limits of not less than \$1,000,000.00 each occurrence and general aggregate, and shall cover liability arising from premises, operations, and personal injury, and liability assumed under an insured contract (including the tort liability of another assumed in a business contract.) This insurance shall apply as primary insurance with respect to any other insurance or self-insurance programs afforded to the City.

Automobile liability insurance, with a minimum limit of not less than \$500,000 per occurrence for bodily injuries or death, and not less than \$50,000 per occurrence for damages to property.

Worker's Compensation Insurance as required by law.

All of the insurance policy or policies herein prescribed shall be procured and maintained, at no cost to the City, and shall name the City as additional insured. A copy of such policy or policies shall be furnished to the Director upon execution of the contract. Such policy or policies shall contain an endorsement to the effect that the insuring company shall notify the Director of any cancellation of such policy or policies and/or any change(s) in their provisions thirty (30) days prior to the effective date of any cancellation or change(s) in their provisions thirty (30) days prior to the effective date of any cancellation or change(s) in provisions.

CONTRACT MONITORING AND EVALUATION

All contracts shall be monitored by the Department of Community Services or its stated representative in accordance with requirements set forth below:

- A. Monitoring
 - 1. Overall compliance with contract terms; and,

2. Degree to which outcomes and performance targets are being met and services and activities described in contract are being provided.
- B. Evaluation
1. A determination of whether the contract's outcomes and performance targets were met; and,
 2. An assessment of the effectiveness, efficiency, and analysis of its performance, impact, program design and administration; and,
 3. An identification of areas where corrective action is called for and where recommended changes are needed.

DISQUALIFICATION OF PROPOSALS

The City and County of Honolulu reserves the right to consider as acceptable only those proposals submitted in accordance with all technical requirements set forth or referenced in this RFP and which demonstrate an understanding of the problems involved and the scope of work. Any proposal offering any other set of terms and conditions contradictory to those included in this RFP may be rejected without further consideration.

A proposal will be disqualified and the proposal automatically rejected for any one or more of the following reasons:

1. Proof of collusion among applicants, in which case, all proposals involved in the collusive action will be rejected and any participant to such collusion will be barred from future bidding until reinstated as a qualified applicant.
2. Applicant's lack of responsibility and cooperation as shown by past work, conduct, or services.
3. Applicant's being in arrears on existing contracts or having defaulted on previous contracts.
4. Delivery of the proposal after the deadline specified in the Timetable.
5. Applicant's failure to pay, or satisfactorily settle all bills overdue, for labor and materials on former contracts with the City and County of Honolulu and the State of Hawaii at the time of issuance of this RFP.

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6. Applicant is financially insolvent.
7. Proposal shows any non-compliance with applicable law, proposal is conditionally incomplete, or irregular in such a way as to make the proposal incomplete, indefinite, or ambiguous as to its meaning.
8. Proposal has any provisions reserving the right to accept or reject award or to enter into a contract pursuant to an award, or provisions contrary to those required in this RFP.

OTHER GENERAL INFORMATION

A. Issuing Office

The Department of Community Services or its agent shall administer the RFP process and negotiate a contract with the successful applicant or applicants. The issuing office address is:

Department of Community Services
City and County of Honolulu
715 South King Street, Suite 311
Honolulu, HI 96813

B. Contact Person

Inquiries regarding this RFP may be directed to:

Ernest Y. Martin
Office of Special Projects
Department of Community Services
Phone: 592-2289

C. Inquiries/Application Forms

Application packets will be available at the following locations:

Department of Community Services
Community Assistance Division
Kapolei Hale
1000 Uluohia Street, #204
Kapolei, Hawaii 96707

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Oahu Work Links – Waianae Office
Waianae Community Center
85-670 Farrington Highway, Room # 6
Waianae, Hawaii 96792

Inquiries concerning this RFP must be submitted in writing to the Department of Community Services no later than seven days prior to the proposal opening or due date, unless the Director of Community Services determines that it is in the best interest of the City to accept any inquiry submitted after the deadline. The City will respond in a timely manner to such requests to all applicants. The City shall not be obligated to respond to requests not received on a timely basis.

Oral interpretation or clarifications provided by the City will be without legal effect and are not binding on the City and County of Honolulu and the Department of Community Services.

Applicants may not contact officers or employees of the City, or members of the Citizens Advisory Committee concerning this RFP while the proposal evaluation process is in progress.

D. Cost of Preparing Proposals

Costs for developing proposals are solely the responsibility of the applicants, whether or not any award results from this solicitation. The City and County of Honolulu will provide no reimbursement for such costs.

E. Proposal Preparation and Submission of Proposals

Applicants are to prepare proposals without expensive artwork, unusual printing, or materials not essential to its utility and clarity. Applicants must submit the following to be considered:

- 1) One (1) original and six (6) copies of the proposals to the Department of Community Services or its agent; and,
- 2) All of the supporting documents identified above on page 5.

In preparing the proposal, follow the format above as outlined on pages 3 to 5 through the section, entitled, **Proposal Guidelines**. To ensure

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proper completion of the proposal, please refer to Exhibit D, entitled, Checklist of Documents to be Submitted. **All proposals must be received by 4:00pm, Monday, October 15, 2007**, at the **Department of Community Services, Community Assistance Division, Kapolei Hale, 1000 Uluohia Street, #204, Kapolei, Hawaii, 96707** or **Oahu Work Links – Waianae Office, Waianae, Hawaii, 96792** where they will be date stamped and logged in for recordation.

F. Expenditures Prior to City Approval

Any expenditures or material, supplies and equipment or for any work conducted at the site prior to approval by the City and County of Honolulu, shall be considered as having been done at the provider's own risk and expense and shall not obligate the City in any way.

G. Disposition of Proposals

All proposals become the property of the City and County of Honolulu. The successful proposal will be incorporated into the resulting contract by reference.

H. Discussions

After the receipt and evaluation of the initial proposals, discussions may be conducted with applicants who submit proposals determined to be reasonably susceptible of being selected for award, but the City reserves the right to accept a proposal without such discussions.

I. Execution of Contract

The successful Applicant will be required to enter into a formal written contract with the City and County of Honolulu in accordance with the laws, rules and regulations of the City and County of Honolulu and State of Hawaii and the Federal Government.

The stated requirements appearing elsewhere in this RFP shall become part of the terms and conditions of the contract. Any deviations therefore must be specifically defined by the applicant in its proposal which, if successful, will become part of the contract.

The City and County of Honolulu reserves the right to contract for only those services which appear to be in its best interests. The City and

County of Honolulu reserves the right to cancel the contract and request new proposals if it is not satisfied with the Applicant/Contractor.

Upon award of the proposal, the City and County of Honolulu will forward the formal contract to the successful Applicant for execution. The contract shall be signed by the successful Applicant and returned, together with the required insurance documents, tax clearance, and other supporting documents covering the contract period, within ten (10) calendar days after receipt by the applicant or within such further time as the City and County of Honolulu may allow. No such contract shall be binding upon the City and County of Honolulu until all the parties have fully and properly executed the contract thereto, in accordance with applicable City, state and federal laws. Further, the contract shall be not considered to be fully executed unless the City and County of Honolulu has approved the contract as to form and legality. Selected applicants shall be prepared to commence their projects immediately upon contract execution.

Any work performed by the successful Applicant prior to receipt of a Notice to Proceed shall be at the applicant's own risk and expense. The City and County of Honolulu is not and will not be liable for any work, contract costs, expenses, loss of profits or damages whatsoever incurred by the successful applicant prior to the receipt of a Notice to Proceed.

All activities to be provided under the formal written contract to be executed between the parties shall be completed within **one (1) year** from the date of Notice to Proceed or as extended by the City in writing.

J. Trade Secrets and Other Proprietary Data

An applicant shall designate in writing those portions of its proposal which applicant believes contains trade secrets or other proprietary data and shall request that these portions of the proposal be held confidential. An applicant's designation and request shall be subject to review by the City to evaluate its validity. The trade secrets or other proprietary shall accompany the proposal, but shall be readily separable from the remaining portions of the proposal in order to facilitate eventual public inspection of the nonconfidential portions of the proposal. After all parties have signed the Agreement, all proposals, except those portions for which an applicant has validly designated as containing trade secrets or other proprietary data, shall be open to public inspection.

L. Reservation of Rights by City

The City expressly reserves the right at any time, and from time to time, and for its own convenience to do any of the following where it is in its best interests:

1. Waive or correct any immaterial defect or technical error in any response, proposal, or proposal procedures, as part of the RFP or any subsequent negotiation process.
2. Waive any of the requirements contained in this RFP, provided that the waiver and the reasons for it are specified in writing.
3. Reject any and all proposals.
4. Request that certain or all responders to their RFP supplement or modify all or certain aspects of the information or proposals submitted.
5. Reissue a Request for Proposals.
6. Modify this RFP.
7. Extend deadlines for accepting proposals, requesting amendments to or clarifications of proposals, or approving final documents.
8. Withdraw this RFP or any award prior to entering into final agreements with any successful respondent.

EXHIBIT A

Article 29. Standards for the Appropriation of Funds to Private Organizations

Sections:

- 6-29.1 Legislative intent.**
- 6-29.2 Appropriation of funds.**
- 6-29.3 Organizations applying/granted funds.**
- 6-29.4 Reports.**

Sec. 6-29.1 Legislative intent.

The purpose of this article is to establish standards for the appropriation of funds to private organizations providing programs and services which the City and County of Honolulu has determined to be in the public interest. (Sec. 5-36.1, R.O. 1978 (1983 Ed.))

Sec. 6-29.2 Appropriation of funds.

All grants of public funds made by the City and County of Honolulu to private organizations are to be made in accordance with the standard that the private programs and services so funded shall result in a direct benefit to the public and accomplish public purposes. No grant, subsidy or purchase of services contract to a private organization shall be made or allotted unless the private organization meets the following criteria:

- (a) The private organization is a not-for-profit organization or association chartered or otherwise authorized to do business in the State of Hawaii for charitable purposes.
- (b) The purposes for which the private not-for-profit corporation or association is organized provides direct benefits to the people of the City and County of Honolulu.
- (c) The purposes for which the not-for-profit corporation or association is organized includes one of the following categories:

- (1) Social services for the poor, the aged and the youth of the City and County of Honolulu;
 - (2) Health services including services for those with physical and/or emotional/mental disabilities;
 - (3) Educational, manpower and/or training services;
 - (4) Services to meet a definitive cultural, social or economic need within the City and County of Honolulu not being met by any other private organization.
- (Sec. 5-36.2, R.O. 1978 (1983 Ed.))

Sec. 6-29.3 Organizations applying/granted funds.

No grant, subsidy or purchase of services contract to a private organization shall be made or allotted by the City and County of Honolulu unless a private organization so funded agrees to the following conditions:

- (a) To comply with all applicable federal and state laws prohibiting discrimination against any person on the grounds of race, color, national origin, religion, creed, sex, handicap or age, in employment and any condition of employment with the recipient or in participation in the benefits of any program or activity funded in whole or in part by the state;
- (b) To comply with all applicable licensing requirements of the county, state and federal governments and with all applicable accreditation and other standards of quality generally accepted in the field of the recipient's activities;

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- (c) To have in its employ or under contract such persons as are professionally qualified to engage in the activity funded in whole or in part by the state;
 - (d) To comply with such other requirements as the director of finance may prescribe to ensure adherence by the provider or recipient with county, federal and state laws and to ensure quality in the service or activity rendered by the recipient; and
 - (e) To allow the expending or related county agency, or a committee of the council, or the council full access to records, reports, files and other related documents in order that they may monitor and evaluate the management and fiscal practices of the recipient organization to assure proper and effective expenditure of city and county funds.
- (Sec. 5-36.3, R.O. 1978 (1983 Ed.))

Sec. 6-29.4 Reports.

All organizations granted funds must keep these funds financially separate in their book of accounts and submit quarterly program and financial reports on the use of these funds, due on or before the 15th of the month following the close of the quarter; and a year-end report on the same within 90 days following the close of the fiscal year in which the money is appropriated. The reports shall contain, but are not limited to:

- (a) Program status summary;
 - (b) Program data summary;
 - (c) Summary of participant characteristics;
 - (d) Financial status report of the city and county funds used;
 - (e) Financial status report of the remaining balance of city and county funds, if any; and
 - (f) A narrative report.
- (Sec. 5-36.4, R.O. 1978 (1983 Ed.))

EXHIBIT A

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Sec. 6-29.2 Appropriation of funds.

All grants of public funds made by the City and County of Honolulu to private organizations are to be made in accordance with the standard that the private programs and services so funded shall result in a direct benefit to the public and accomplish public purposes. No grant, subsidy or purchase of services contract to a private organization shall be made or allotted unless the private organization meets the following criteria:

- (a) The private organization is a not-for-profit organization or association chartered or otherwise authorized to do business in the State of Hawaii for charitable purposes.
- (b) The purposes for which the private not-for-profit corporation or association is organized provides direct benefits to the people of the City and County of Honolulu.
- (c) The purposes for which the not-for-profit corporation or association is organized includes one of the following categories:

- (1) Social services for the poor, the aged and the youth of the City and County of Honolulu;
 - (2) Health services including services for those with physical and/or emotional/mental disabilities;
 - (3) Educational, manpower and/or training services;
 - (4) Services to meet a definitive cultural, social or economic need within the City and County of Honolulu not being met by any other private organization.
- (Sec. 5-36.2, R.O. 1978 (1983 Ed.))

Sec. 6-29.3 Organizations applying/granted funds.

No grant, subsidy or purchase of services contract to a private organization shall be made or allotted by the City and County of Honolulu unless a private organization so funded agrees to the following conditions:

- (a) To comply with all applicable federal and state laws prohibiting discrimination against any person on the grounds of race, color, national origin, religion, creed, sex, handicap or age, in employment and any condition of employment with the recipient or in participation in the benefits of any program or activity funded in whole or in part by the state;
- (b) To comply with all applicable licensing requirements of the county, state and federal governments and with all applicable accreditation and other standards of quality generally accepted in the field of the recipient's activities;

EXHIBIT A

- (c) To have in its employ or under contract such persons as are professionally qualified to engage in the activity funded in whole or in part by the state;
 - (d) To comply with such other requirements as the director of finance may prescribe to ensure adherence by the provider or recipient with county, federal and state laws and to ensure quality in the service or activity rendered by the recipient; and
 - (e) To allow the expending or related county agency, or a committee of the council, or the council full access to records, reports, files and other related documents in order that they may monitor and evaluate the management and fiscal practices of the recipient organization to assure proper and effective expenditure of city and county funds.
- (Sec. 5-36.3, R.O. 1978 (1983 Ed.))

Sec. 6-29.4 Reports.

All organizations granted funds must keep these funds financially separate in their book of accounts and submit quarterly program and financial reports on the use of these funds, due on or before the 15th of the month following the close of the quarter; and a year-end report on the same within 90 days following the close of the fiscal year in which the money is appropriated. The reports shall contain, but are not limited to:

- (a) Program status summary;
 - (b) Program data summary;
 - (c) Summary of participant characteristics;
 - (d) Financial status report of the city and county funds used;
 - (e) Financial status report of the remaining balance of city and county funds, if any; and
 - (f) A narrative report.
- (Sec. 5-36.4, R.O. 1978 (1983 Ed.))

EXHIBIT B
DETAILED BUDGET AND NARRATIVE

PROJECT BUDGET

PERSONNEL COSTS

Salaries and Wages

Projected Costs

Position	FTE	# Mon	Salary/Yr	Detail	Totals
TOTAL SALARIES & WAGES					

Fringe Benefits

Description	Rate	Detail	Total
FICA/Medicare			
State Unemployment Insurance			
Workers Compensation			
Temporary Disability Insurance			
Prepaid Health Care – Cost per employee per month:			
Other:			
Other:			
TOTAL FRINGE BENEFITS			

OPERATING COSTS

Professional and Contractual Fees

Description of Service	Provider (if known)	Detail	Total
TOTAL PROFESSIONAL AND CONTRACTUAL FEES			

All requests for Professional and Contractual Fees and Indirect Costs MUST include an attached justification. All requests for these items without a justification will automatically be deemed ineligible. Additionally, when procuring professional services, agencies must have and follow written procurement requirements that provide for fair and open competition.

Equipment

Description of Equipment	# Units	Cost/Unit	Detail	Total
TOTAL EQUIPMENT PURCHASES				

Other Operating Costs

Projected Costs

Description	Cost/Month	Detail	Totals
Office Rent			
Office Utilities (Electricity, Water)			
Office Supplies			
Equipment Rental – Describe:			
Equipment Maintenance and Repair			
Insurance (Comprehensive General Liability)			
Insurance – Other			
Mileage and Parking			
Postage			
Telephone			
Other:			
TOTAL OTHER COSTS			

ADMINISTRATIVE COSTS

Indirect/Administrative Costs	
	TOTAL PROJECT COSTS

EXHIBIT B
DETAILED BUDGET AND NARRATIVE

BUDGET NARRATIVE/JUSTIFICATION

PERSONNEL COSTS

1. Salaries and Wages
Please include a detailed description for all positions budgeted in Project Budget (i.e., what are the roles and responsibilities for all staff budgeted for your project.)

Staff

Role/Responsibility

OPERATING COSTS

1. Professional and Contractual Fees

Please provide a description of the product or service to be procured by contract and an estimate of the cost (EXAMPLE: ABC Health Services [\$10,000] --- Provision of mental health counseling services.)

Description and Cost

Justification

2. Equipment

Please provide a description of equipment to be purchased for your project and a justification as to its necessity for your project (EXAMPLE: Computer (\$2,500) ---- Computer resource lab for individuals seeking to enhance employment skills.)

Description and Cost

Justification

3. Other Costs

Please provide a description and justification of all other operating costs for your project (EXAMPLE: Office Rent (\$1,500/month) ----- Monthly rent for program office at 123 XYZ Street which will be used for intake and training and which shall also include a computer resource lab for program participants.)

Description and Costs

Justification

Office Rent

Office Utilities

Supplies

Equipment Rental

Equipment Maintenance and Repair

Insurance (Comprehensive General Liability)

Insurance (Other)

Mileage and Parking

Postage

Telephone

Other:

EXHIBIT B
DETAILED BUDGET AND NARRATIVE

ADMINISTRATIVE COSTS

1. Indirect/Administrative Costs
Please include a description and the cost basis for the indirect/administrative costs that are anticipated for this project. (Indirect/Administrative Costs are generally those costs that do not pertain to the actual delivery of program services (i.e., direct services), but are those costs which are incurred by the agency in administering and managing the grant funds.)

EXHIBIT C

CITY AND COUNTY OF HONOLULU
COMMUNITY BENEFIT GRANT AGREEMENT

THIS AGREEMENT entered into on this _____ day of _____, 2007, by and between the CITY AND COUNTY OF HONOLULU (hereinafter "CITY") and the _____, a nonprofit Hawaii corporation, whose business and mailing address is _____, _____, Hawaii 96___ (hereinafter "GRANTEE").

RECITALS

WHEREAS, Article 29 of Chapter 6, Revised Ordinances of Honolulu 1990 (hereinafter "ROH"), establishes standards for the appropriation of public funds to private organizations to provide programs and services which the CITY has determined to be in the public interest; and

WHEREAS, pursuant to HRS 103D-102(b)(2)(A), the services under this Agreement are exempt from HRS 103D; and

WHEREAS, to offset the impact of the Waimanalo Gulch landfill, the Honorable Mufi Hannemann, Mayor for the City and County of Honolulu dedicated a \$2.0 million community benefits program for the following communities: Kalaeloa, Kapolei, Honokai Hale, Ko Olina, Nanakuli, Maili, Waianae, Makaha and Keaau; and

WHEREAS, to ensure that these funds are expended in a manner that is reflective of the needs of the communities, a Citizens Advisory Committee was appointed to solicit, review and select projects that are seeking funding for necessary community-based programs and services; and

WHEREAS, upon the recommendation of the Citizens Advisory Committee, the CITY wishes to support and help sustain the GRANTEE as it seeks to address needs or

EXHIBIT C

concerns of one or more of the following communities: Kalaeloa, Kapolei, Honokai Hale, Ko Olina, Nanakuli, Maili, Waianae, Makaha and Keaau; and

WHEREAS, the CITY finds the Project proposed by the GRANTEE, which is attached hereto and incorporated by reference herein, meets the criteria for receiving funding pursuant of Article 29 of Chapter 6, ROH; and

WHEREAS, Budget Ordinance No. 06-032 has appropriated funds for the purposes to which the GRANTEE will perform;

NOW, THEREFORE, the CITY and the GRANTEE in consideration for mutual promises hereinafter set forth, hereby agree as follows:

1. Scope of Performance. The GRANTEE shall perform all of the services required for the Project in accordance with the Scope of Performance set forth in this Agreement, and Attachment A, which is attached and made a part of this Agreement.
2. Period of Agreement. This agreement shall be effective upon approval and shall continue until _____.
3. Modification of Agreement. This Agreement may not be modified except in writing and upon written consent by both parties.
4. Insurance. GRANTEE shall procure and maintain, during the entire term of this Agreement, the following minimum insurance coverages:
 - a. Commercial General Liability (CGL), and if necessary Commercial Umbrella Liability Insurance, with minimum limits of not less than \$1,000,000.00 each occurrence and general aggregate, and shall cover liability arising from premises, operations, and personal injury, and liability assumed under an insured contract (including the tort liability of another assumed in a business contract.) This insurance shall apply as primary insurance with respect to any other insurance or self-insurance programs afforded to the City.

EXHIBIT C

- b. Automobile liability insurance, with a minimum limit of not less than \$500,000 per occurrence for bodily injuries or death, and not less than \$50,000 per occurrence for damages to property.
- c. Worker's Compensation Insurance as required by law.

All of the insurance policy or policies herein prescribed shall be procured and maintained, at no cost to the City, and shall name the City as additional insured. A certificate or copy of such policy or policies shall be furnished to the City upon execution of the contract. Such policy or policies shall contain an endorsement to the effect that the insuring company shall notify the City of any cancellation of such policy or policies and/or any change(s) in their provisions thirty (30) days prior to the effective date of any cancellation or change(s) in their provisions thirty (30) days prior to the effective date of any cancellation or change(s) in provisions.

- 5. Termination. If the GRANTEE refuses or fails to perform any of the provision of this Agreement with such diligence as will ensure its satisfactory completion within the time specified in this Agreement, or any extension thereof, or otherwise fails to timely satisfy any requirement of this Agreement, or commits any substantial breach of this Agreement, the City may notify the GRANTEE in writing of the delay or non-performance, and if not cured in ten working days, the City may terminate this Agreement in its entirety, or any part thereof, without any liability to GRANTEE. Notwithstanding termination of the Agreement and subject to any directions from the City, the GRANTEE shall take timely, reasonable, and necessary action to protect and preserve property in which the City has an interest.
- 6. Miscellaneous Provisions. In accordance with Sections 6-29.3 and 6-29.4, ROH, the GRANTEE agrees to the following conditions:
 - a. To comply with all applicable federal and state laws prohibiting discrimination against any person on the grounds of race, color, national origin, religion, creed, sex, disability or age, in employment and any condition

EXHIBIT C

- of employment with the GRANTEE or in participation in the benefits of any program or activity funded in whole or in part by the State of Hawaii;
- b. To comply with all applicable licensing requirements of the county, state and federal governments and with all applicable accreditation and other standards of quality generally accepted in the field of the GRANTEE's activities;
 - c. To have in its employ or under contract such persons as are professionally qualified to engage in the activity funded in whole or in part by the State of Hawaii;
 - d. To comply with such other requirements as the Director of Budget and Fiscal Services may prescribe to ensure adherence by the provider or GRANTEE with county, federal and state laws and to ensure quality in the service or activity rendered by the GRANTEE, including specifically, compliance with the City's sexual harassment policy, Section 1-18.1 et seq., Revised Ordinances of Honolulu;
 - e. To allow the expending or related county agency, or a committee of the council, or the council full access to records, reports, files and other related documents in order that they may monitor and evaluate the management and fiscal practices of the GRANTEE organization to assure proper and effective expenditure of CITY funds; and
 - f. To keep these funds financially separate in GRANTEE's book of accounts and submit quarterly program and financial reports on the use of these funds, due on or before the 15th of the month following the close of the quarter; and a year-end report on the same within 90 days following the close of the fiscal year in which the money is appropriated. The reports shall contain, but are not limited to:
 - 1) Program status summary;

EXHIBIT C

- 2) Program data summary;
- 3) Summary of participant characteristics;
- 4) Financial status report of the city and county funds used;
- 5) Financial status report of the remaining balance of city and county funds, if any;
- 6) A narrative report; and
- 7) Any other information requested by City

Documents shall be submitted to the Department of Community Services,
Attention: Deborah Kim Morikawa, Director, 715 South King Street, Suite 311,
Honolulu, Hawaii 96813.

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IN WITNESS WHEREOF, the CITY and GRANTEE have executed this Agreement effective as of the date first above written.

CITY AND COUNTY OF HONOLULU

By _____
MARY PATRICIA WATERHOUSE,
Director
Budget & Fiscal Services

(Name of Private Non-Profit Organization)

By _____

(Name of Authorized Signatory)

(Title of Authorized Signatory)

RECOMMEND APPROVAL:

DEBORAH KIM MORIKAWA, Director
Department of Community Services

APPROVED AS TO FORM AND LEGALITY:

Deputy Corporation Counsel

EXHIBIT C

STATE OF HAWAII)
)
CITY AND COUNTY OF HONOLULU)

On this _____ day of _____, 2007, before me appeared _____ to me personally known, who, being by me duly sworn, did say that he/she is _____ of the _____ and that said instrument was signed in behalf of said corporation by the authority of its Board of Directors, and said _____ acknowledges said instrument to be the free act and deed of said corporation.

Notary Public, State of Hawaii

My commission expires: _____

ATTACHMENT A

SCOPE OF PERFORMANCE

Paragraph 1: PROJECT

These funds are to provide support to the GRANTEE to:

SCOPE OF SERVICES AS EXTRACTED
FROM THE PROVIDER'S PROPOSAL

Paragraph 2. PERIOD OF AGREEMENT

This agreement shall be effective upon approval and the services to be performed by the GRANTEE shall be completed by _____.

Paragraph 3. BUDGET, COMPENSATION AND PAYMENT SCHEDULE

- a. The CITY's contribution to this project shall be \$_____.
- b. The CITY's share of \$_____ shall be primarily expended to achieve maximum benefits for the citizens of the City and County of Honolulu.
- c. Payment of the CITY's share of \$_____ will be made upon submittal of an original invoice and (2) copies to the Department of Community Services, Attention: Deborah Kim Morikawa, 715 South King Street, Suite 311, Honolulu Hawaii, 96813 upon execution of this Agreement in accordance with subsection (d) below.
- d. The City's share of \$_____ shall be disbursed as follows, upon submission of invoices as stated above:
 1. _____dollars (\$_____), which equates to twenty-five percent (25%) of the grant award, upon execution of this Agreement by the Director of Budget & Fiscal Services;
 2. _____dollars (\$_____), which cumulatively totals sixty-five percent (65%) of the grant award, upon the submission of quarterly invoices and reports to the Director of Community Services, provided that no more than _____dollars (\$_____) shall be disbursed in any one quarter; and,

EXHIBIT C

3. Final payment of _____ dollars (\$ _____), which equates to ten percent (10%) of the grant award, upon the City's approval of the Final Report as outlined in Section 4(f) on page 3 of the Agreement.

The City may suspend payments under this Agreement in whole or in part for failure of the Grantee to comply with the terms and conditions of this Agreement. Upon such suspension, the City shall inform the Grantee in writing of the necessary steps to be taken to correct any failure to comply with this Agreement. The Grantee shall have ten working days in which to respond with a plan agreeable to the City for correction of the deficiencies. If no corrective action is taken, the City may take such action authorized by this Agreement and/or by law.

When required to do so in writing, the Grantee shall repay the City for any amounts disbursed that the City determines were not used for authorized purposes, or were used in violation of Federal, State, or City statutes, regulations or guidelines. The City may also withhold such amounts from any allowable reimbursement request of the Grantee.

Paragraph 4. EXPENDITURE OF CITY GRANT FUNDS

In using the City grant funds, the following restrictions will apply:

- (1) All organizations will be welcomed to join in any event funded in whole or in part with the grant funds subject to reasonable, viewpoint-neutral, non-discriminatory conditions for participation in the event; including, but not limited to, conditions relating to the theme or purpose of the event, the number of participants, and the duration of the event.
- (2) No organization will be denied the right to participate in any event funded in whole or in part with the grant funds, based upon the viewpoint of the organization or on the basis of the race, color, sex, marital status, religion, national origin, ancestry, age, disability, sexual orientation, or any other legally protected characteristic of its members.
- (3) No event funded in whole or in part with the grant funds may be predominately religious in nature or advance or inhibit religion.

Paragraph 5. WARRANTY OF SERVICES

EXHIBIT C

- a. The GRANTEE warrants that it is a not-for-profit organization or association chartered or otherwise authorized to do business in the State of Hawaii for charitable purposes, that the purposes provide direct benefits to the people of the City and County of Honolulu, and that the purposes includes one of the following categories:
 - (1) Social services for the poor, the aged, and the youth of the City and County of Honolulu;
 - (2) Health services including services for those with physical and/or emotional/mental disabilities;
 - (3) Educational, manpower and/or training services;
 - (4) Services to meet a definitive cultural, social or economic need within the City and County of Honolulu not being met by any other private organization.
- b. The GRANTEE warrants that all activities performed under this project shall be conducted in a safe and prudent manner.

Paragraph 6. ADVERTISING AND PROMOTION

The CITY shall review and approve all advertising content prior to media materials being published or released, including any acknowledgment that financial support for the event is provided in part by the CITY.

Paragraph 7. INDEMNIFICATION

GRANTEE shall indemnify the City, its officers, employees, contractors and agents, and shall defend them and shall hold them harmless individually and in their official capacities, from all claim of liability for damages made by any person or entity for death, personal injury or injury to real or personal property arising from or connected with the acts or omissions of Grantee, or any of its officers, directors, partners, employers, employees, contractors, subcontractors, representatives and agents or other entities relating in any way to this instrument or the scope of performance or obligations provided herein.

Paragraph 8. REPORTING REQUIREMENTS

The GRANTEE shall provide the CITY with reports as provided in the Agreement for Services on Page 3, Paragraph 4 (f) in a format that demonstrates measures of effectiveness and any other information that may be useful in evaluating the public purpose served by this project.

EXHIBIT D

CHECKLIST OF DOCUMENTS TO BE SUBMITTED

Applicants shall submit **all** of the following documents as part of their proposal. The materials must be arranged in the order listed. Proposal pages shall be numbered and respective pages listed on the following list of items. This list shall be completed and returned with the proposal.

	<u>Documents</u>
Page No.	Material
_____	Letter of Intent on official business or corporate letterhead, signed by an individual authorized to submit the proposal to be offered in response to this RFP and that includes all of the information requested on page 3 above for these purposes.
_____	Executive Summary of the proposed program activities (limited to 2 pages.)
_____	Program Narrative following the guidelines on pages 3 to 5 above (limited to 8 pages.)
_____	Project Budget and Budget Narrative on the enclosed forms (see Exhibit B.)
_____	A copy of your organization's 501(c)(3) determination letter from IRS or a copy of your organization's 501(c)(3) application to the IRS and IRS acknowledgement letter.
_____	Certified copies of the Articles of Incorporation and By-laws filed at the Department of Commerce and Consumer Affairs, State of Hawaii ("DCCA").
_____	A Certificate of Good Standing from the Department of Commerce and Consumer Affairs, current within six months of its issuance date, reflecting your organization's registration with the State as a non-profit organization formed for a charitable purpose.
_____	Valid tax clearances from the State of Hawaii, Director of Taxation and the Internal Revenue Service, current within six months of its issuance date.
_____	A certificate of compliance for chapters 383, 386, 392 and 393, Hawaii Revised Statutes, from the Department of Labor and

Industrial Relations, current within six months of its issuance date.

_____ A copy of your organization's audited financial statements for the last two fiscal years, Form 990 tax returns for the last two fiscal years, and/or (any other alternative documents that show financial condition: profit & loss statements, etc.)

_____ Current listing of the Board of Directors for your organization.